

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007  
Jacqueline Marcus

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re** : **Chapter 11 Case No.**  
**LEHMAN BROTHERS HOLDINGS INC., et al.** : **08-13555 (JMP)**  
**Debtors.** : **(Jointly Administered)**  
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**NOTICE OF PRESENTMENT OF STIPULATION, AGREEMENT AND ORDER  
BETWEEN LEHMAN BROTHERS HOLDINGS INC. AND AURORA LOAN SERVICES  
LLC, PROVIDING FOR RELIEF FROM THE AUTOMATIC STAY WITH REGARD TO  
CERTAIN REAL PROPERTY LOCATED IN CLEVELAND, OHIO**

**PLEASE TAKE NOTICE** that the undersigned will present the annexed Stipulation, Agreement and Order Providing for Relief from the Automatic Stay with Regard to Certain Real Property Located in Cleveland, Ohio (the “Stipulation, Agreement and Order”) between Lehman Brothers Holdings Inc. (“LBHI”), as debtor and debtor-in-possession, and Aurora Loan Services LLC (“Aurora”), to the Honorable James M. Peck, United States Bankruptcy Judge, for signature on **August 25, 2011 at 12:00 p.m. (Prevailing Eastern Time)**.

**PLEASE TAKE FURTHER NOTICE** that unless a written objection to the Stipulation, Agreement and Order with proof of service, is served and filed with the Clerk of the Court and a courtesy copy is delivered to the Bankruptcy Judge’s chambers and the undersigned so as to be received by **August 24, 2011 at 11:00 a.m. (Prevailing Eastern Time)**, there will not be a hearing and the Stipulation, Agreement and Order may be signed.

**PLEASE TAKE FURTHER NOTICE** that if a written objection is timely served and filed, a hearing (the “Hearing”) will be held to consider the Stipulation, Agreement and Order on **September 14, 2011 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable James M. Peck, United States Bankruptcy Judge, at the United States Bankruptcy Court, Alexander Hamilton Customs House, Courtroom 601, One Bowling Green, New York, New York 10004.

**PLEASE TAKE FURTHER NOTICE** that objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: August 18, 2011  
New York, New York

/s/ Jacqueline Marcus  
Jacqueline Marcus  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re** :  
**LEHMAN BROTHERS HOLDINGS INC., et al.** :  
**Debtors.** :  
:  
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**Chapter 11 Case No.**

**08-13555 (JMP)**

**(Jointly Administered)**

**STIPULATION, AGREEMENT AND ORDER BETWEEN  
LEHMAN BROTHERS HOLDINGS INC. AND AURORA LOAN  
SERVICES LLC, PROVIDING FOR RELIEF FROM THE AUTOMATIC STAY  
WITH REGARD TO CERTAIN REAL PROPERTY LOCATED IN CLEVELAND, OHIO**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

This Stipulation, Agreement and Order (the “Stipulation, Agreement and Order”) is entered into by and between Lehman Brothers Holdings Inc. (“LBHI”), as debtor and debtor in possession, and Aurora Loan Services LLC (“Aurora”). Each of LBHI and Aurora may be referred to herein as a “Party” and together, the “Parties”.

**RECITALS**

A. On September 15, 2008 and periodically thereafter, LBHI and its affiliated debtors in the above-referenced chapter 11 cases (collectively, the “Debtors”) commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. Aurora is an indirect wholly owned subsidiary of LBHI.

C. Aurora asserts that it is the current holder of a mortgage (the “Mortgage”) executed on January 13, 1999 by Ronsha McCray (the “Borrower”) as mortgagor in favor of American Security Bancorp (“ASB”), as security for the repayment of the original principal sum of \$42,750 due under a note (the “Note”). Pursuant to the Mortgage, the Borrower granted a security interest in certain real property located at 6826 Fleet Avenue, Cleveland, Ohio 44105 (the “Property”).

D. On June 23, 2011, Aurora initiated a foreclosure proceeding (the “Foreclosure Proceeding”) against the Property in the Court of Common Pleas of Cuyahoga County, State of Ohio (the “State Court”). In the Foreclosure Proceeding, Aurora alleges that the Mortgage was assigned from ASB to Life Savings Bank n/k/a Pacific Premier Bank (“Life Bank”), which in turn assigned the Mortgage to Aurora.

E. The documentation evidencing the assignment of the Mortgage from ASB to Life Bank has been lost and was not recorded. Aurora has, however, obtained an Affidavit as to Lost Assignment Document (the “Affidavit”) from Life Bank, in which Life Bank testifies that (i) it purchased the Mortgage from ASB but that an assignment was never provided and (ii) Life Bank assigned its interest in the Mortgage on March 1, 2001 to “Lehman Brothers”. As a

result, in its complaint (the “Complaint”), Aurora asserts that “Lehman Brothers is a parent company or holding company affiliated with [Aurora]” and that “Lehman Brothers never had and has no interest in the subject note.”

F. The Debtors reviewed their records and determined that neither LBHI nor any of the other Debtors has an interest in the Mortgage, the Property or the Note.

G. Out of an abundance of caution, Aurora seeks entry of an order modifying the automatic stay extant in LBHI’s chapter 11 case pursuant to section 362 of the Bankruptcy Code, solely for the purpose of permitting Aurora to proceed with the Foreclosure Proceeding against LBHI in the State Court and seeking a declaration that LBHI does not have an interest in the Mortgage, the Property or the Note.

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN LBHI AND AURORA, THROUGH THEIR UNDERSIGNED COUNSEL, AND, UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:**

1. This Stipulation, Agreement and Order shall have no force or effect unless and until approved by the Court (the “Effective Date”).

2. Upon the Effective Date, to the extent that the automatic stay extant in LBHI’s chapter 11 case is applicable to the Foreclosure Proceeding, it shall be modified solely for the purpose of permitting Aurora to proceed with the Foreclosure Proceeding against LBHI in the State Court and seeking a declaration that LBHI does not have an interest in the Mortgage, the Property or the Note.

3. Except as provided in paragraph 2, the provisions of section 362(a) of the Bankruptcy Code, including, without limitation, those provisions prohibiting any act to collect, assess, or recover a claim that arose prior to the Commencement Date from the Debtors’ estates

and/or assets or property of the Debtors (as defined in section 541 of the Bankruptcy Code) shall remain in full force and effect.

4. This Stipulation, Agreement and Order may only be amended or otherwise modified by a signed writing executed by the Parties.

5. Each person who executes this Stipulation, Agreement and Order by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement and Order on behalf of such Party.

6. This Stipulation, Agreement and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement and Order to present any copy, copies, electronic copies, or facsimiles signed by the Parties.

7. This Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation, Agreement and Order.

Dated: August 17, 2011  
New York, New York

/s/ Jacqueline Marcus  
Jacqueline Marcus

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtors  
and Debtors in Possession

Dated: August 18, 2011  
Twinsburg, Ohio

/s/ Edward G. Bohnert  
Edward G. Bohnert

Reimer, Arnovitz, Chernik & Jeffrey Co., L.P.A.  
P.O. Box 968  
2450 Edison Blvd.  
Twinsburg, OH 44087  
Telephone: (330) 425-4201  
Facsimile: (330) 405-1099

Attorneys for Aurora Loan Services LLC

SO ORDERED, this \_\_ day of August, 2011 in New York

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United States Bankruptcy Judge